

THOMAS C. CLAIR  
P.O. BOX 129  
LUDINGTON, MI 49431

June 24, 2009

Honorable Robert D. Drain

**Case Number 05-44481 (RDD)**  
United States Bankruptcy Judge - Southern District of NY  
Bowling Green  
New York, NY 10004 -1408

**Master Disposition Agreement, Article 9.5.11 (June 16, 2009)**

Dear Judge Drain:

This letter is to respectfully request you deny Delphi Corporation's plan NOT to honor severance payment contracts as part of their bankruptcy exit strategy for the following reasons:

1. The severance payment agreement between myself and Delphi was entered into effective January 1, 2009. This was after Delphi declared bankruptcy, and therefore is not a pre-petition claim.
2. In return for the severance payment, I released Delphi from all future claims. A copy of the agreement is attached.
3. I terminated my only employment based upon Delphi's commitment to provide this severance. As a result, I am now *jobless* in a depressed economy. There are approximately 360 Delphi retirees with some eligibility remaining to receive the balance of the separation pay, and this obligation is limited in amount and is short-term. Although this money is extremely important to the individuals who signed over their rights and expected to meet their own financial obligations, it is a relatively minor amount in the total Delphi bankruptcy proceedings. I trust you would agree Delphi should meet its contractual obligations to its former employees, given the extreme consideration (their jobs) they provided in return.

As you are aware, Delphi retirees have lost company-supported health-care coverage, and there is the potential our pensions will be turned over to the PBGC with an anticipated drastic reduction in monthly payments.

I believe severance payments are Administrative Claims, and I will file an Administrative Expense Claim Form with the court.

Thank you for your consideration of this matter.

Sincerely,  
  
Thomas C. Clair

W:\Mercer\letters\090624 Drain.doc